

ADVANCING CREDIT PROMISSORY NOTE

\$650,000.00

Dallas, Texas

July 27, 2007

FOR VALUE RECEIVED, the undersigned, **DVN DEVELOPMENT LLC**, a Texas limited liability company ("Maker"), hereby promises to pay to the order of **GUARANTY BANK**, a federal savings bank ("Payee"), at its office located at 8333 Douglas Avenue, Dallas, Texas 75225, or at such other place within Dallas County, Texas as Payee may designate in writing to Maker, in lawful money of the United States of America the principal sum of **SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$650,000.00)**, or so much thereof as may be advanced and outstanding hereunder, together with interest thereon from the date of each advance of principal hereunder until maturity on the unpaid principal balance outstanding from time to time hereon at a per annum rate (determined on a daily basis and for the actual number of days elapsed based upon a 360 day year), equal to the lesser of (i) no and fifty one hundredths percent (0.50%) above the Prime Rate in effect from day-to-day and (ii) the Maximum Rate. If at any time and from time to time the rate of interest calculated pursuant to item (i) above would exceed the Maximum Rate, thereby causing the interest payable hereon to be limited to the Maximum Rate, then any subsequent reduction in the rate specified in item (i) above shall not reduce the rate of interest hereon below the Maximum Rate until the total amount of interest accrued hereon from and after the date of the first advance hereunder equals the amount of interest which would have accrued hereon if the rate specified in item (i) above had at all times been in effect.

As used herein, the term "Prime Rate" means the prime interest rate announced or published by Payee (which rate may not be the lowest rate charged by Payee) from time to time, provided that in no event shall such interest rate exceed the Maximum Rate. If hereafter the prime interest rate announced or published by Payee shall change, the rate of interest on the unpaid balance of principal of this Note prior to maturity shall be increased or decreased, as the case may be, from time to time as of the effective date of each change in the prime rate announced or published by Payee. As used herein, the term "Maximum Rate" means, with respect to the holder hereof, the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be under applicable law contracted for, taken, reserved, charged or received on the indebtedness evidenced by this Note.

Interest only on the principal balance of this Note shall be due and payable monthly as it accrues, the first such installment being due and payable on August 27, 2007 and a like installment being due and payable on the 27th day of each succeeding month thereafter until the Maturity Date, on which date all unpaid principal of and accrued interest on this Note shall be due and payable. Each installment of principal and interest shall be applied first to the payment of accrued interest due on the unpaid principal balance and the remainder of each installment shall be applied to the reduction of principal.

This Note has been executed and delivered pursuant to, and is subject to certain terms and conditions set forth in, a Letter Loan Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Loan Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) dated July 27, 2007 and is the

EXHIBIT

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"Note" referred to therein. Payee shall be entitled to the benefits provided in the Loan Agreement. Reference is made to the Loan Agreement for the statement of any obligation of the Payee to advance funds hereunder and the Events of Default upon which the maturity of this Note may be accelerated.

Maker reserves the right to prepay this Note, in whole or in part, at any time, without penalty or notice. All payments hereunder, whether designated as payments of principal or interest, shall be applied: first to unpaid and accrued interest; then to the discharge of any expenses or damages for which Payee may be entitled to receive reimbursement under the terms of this Note or under the terms of any document executed in connection herewith; and, lastly, to unpaid principal in the inverse order of maturity. Unless changed in accordance with law, the applicable method of calculating the usury ceiling rate under Texas law shall be the indicated "weekly" ceiling rate in effect and applicable to the loan evidenced by this Note, as provided under Chapter 303 of the Texas Finance Code; provided, that Payee may also rely on alternate maximum rates of interest under other applicable laws if they are higher. All past due principal and/or interest of this Note, whether due as the result of acceleration of maturity or otherwise, shall bear interest from the date the payment thereof shall have become due until the same shall have been fully discharged by payment at the highest rate for which the undersigned may legally contract under applicable law or, if no such rate is designated under applicable law, at the rate of eighteen percent (18%) per annum.

All co-signers and endorsers of this Note are to be regarded as principals as to their respective joint and several liability to any legal holder hereof and Maker, and each of the guarantors, sureties and endorsers, hereby expressly and severally waive grace, and all notices, demands, presentments for payment, notice of nonpayment, protest and notice of protest, notice of intent to accelerate, notice of acceleration of the indebtedness due hereunder, and diligence in collecting this Note or enforcing any security rights of Payee under any document securing this Note, and agree (i) that Payee or other legal holder of this Note may, at any time, and from time to time, on request of or by agreement with Maker, extend the date of maturity of all or any part hereof, without notifying or consulting with any Maker or principal hereof, who shall remain fully obligated for the payment hereof; (ii) that it will not be necessary for Payee or any holder hereof, in order to enforce payment of this Note, to first institute or exhaust its remedies against Maker or other party liable therefor or to enforce its rights against any security for this Note; and (iii) to any substitution, exchange or release of any security now or hereafter given for this Note or the release of any party primarily or secondarily liable hereon.

In the Event of Default hereunder or under any of the instruments securing payment hereof and this Note is placed in the hands of an attorney for collection (whether or not suit is filed), or if this Note is collected by suit or legal proceedings or through the probate court or bankruptcy proceedings, Maker agrees to pay the holder hereof the costs and reasonable attorney's fees incurred in the collection hereof.

As recited in Section 11(e) of the Loan Agreement, which Section is incorporated by reference herein, notwithstanding any provision herein to the contrary, Payee shall never be entitled to receive or collect interest hereunder, nor shall or may amounts received hereunder be credited to interest hereunder, so that Payee shall receive or be paid interest exceeding the Maximum Rate.

Payment of this Note is secured and guaranteed as described in one or more security agreements and guaranties referred to in the Loan Agreement.

DVN DEVELOPMENT LLC

By: 

Danny M. Vines, Manager